

End User License Agreement

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EXCEED THE FINANCIAL AMOUNT ACTUALLY PAID BY END USER TO LICENSOR FOR THE SAFELOGIC™ SOFTWARE.

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 10. **JURISDICTION.** This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York, without regard to conflicts of laws provisions thereof. The Parties waive any defense based on sovereignty immunity to the fullest extent permitted by law and shall comply with any arbitration award which may be awarded according to this Article. Consequently, any dispute that the Parties could not settle amicably relating to this Agreement shall be exclusively and finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed pursuant to the said Rules. The arbitration proceeding shall take place in Rochester, New York, in the English language. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election.
 11. **SEVERABILITY.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.
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12. **ENTIRE AGREEMENT.** This EULA constitutes the entire agreement between Licensor and End User and supersedes all prior understandings of Licensor and End User, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.
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